

## THE OVERSEAS ASSIGNMENT OF VIDEO RIGHTS

Contract No: \_\_\_\_\_

Date: \_\_\_\_\_

ARTICLES OF AGREEMENT made at \_\_\_\_\_ this \_\_\_\_\_ day of Year \_\_\_\_\_ BETWEEN

LESSORS (Hereinafter referred as the Lessors which expression shall mean and include, unless repugnant to the context thereof, their assigns and successors.)

AND

LESSEES (Hereinafter referred to as the Lessees, which expression shall mean and include unless repugnant to the context thereof, their assigns, executors, successors & administrators.)

WHEREAS the Lessors have represented and declared to the Lessees that the overseas Video rights of the picture mentioned herein below are free of all encumbrances and ban whatsoever and of whomsoever, and they have not created any charge or lien upon or against the said picture or its rights with the Indian Performing Rights Society or any other society or body or Financiers in any respect thereof and/or touching/affecting the performing rights of the music etc., and they are well and sufficiently entitled in law to freely deal therewith and the Lessees believing the said representations to be true, and it is accordingly agreed by and between the parties hereto as under:-

1. The Lessors hereby grant on lease the video rights for preparation exploitation, exhibition and distribution of the video tapes/cassettes in respect of the picture titled \_\_\_\_\_ as specified in the tabulated form below, for the territories of

The Entire Overseas territories excepting the territories banned by the Government of India, East European Countries namely Yugoslavia, Czechoslovakia, Poland, Romania, Bulgaria, Hungary, GDR & Albania and the countries with which NFDC has exclusive agreements namely Iraq, Burma, USSR, Mozambique, Tunisia, Mongolia, Oman TV and Nepal.

Price (Royalty only)	Type of right assigned	Period of lease
Title: _____ Language: _____ Star cast: _____ Music Director: _____ Director: _____ Producer: _____	Video rights only	years from the date of approval of the agreement or date of Censorship whichever is later.

2. The Lessees will be free to make their own arrangements for video taping the film abroad and if necessary for this purpose, to requisition a print of the film through the Lessors on loan for a period of not exceeding sixty days from the date of dispatch.
3. The Lessees are hereby authorized to subtitle the video taped picture in the local languages of territory at their own cost and expenses and at their risk and responsibility.

4. It is clearly understood between the Lessors and the Lessees that no rights under this agreement pass on to the Lessees for the contracted territories unless and until all payments under this contract are received by the Lessors in foreign exchange through the accredited banking channels.
5. Notwithstanding what is mentioned hereinabove, this agreement shall be valid only after its approval by the NFDC the canalizing agency and subject to the Lessees either (a) remitting the full Royalty amount by Demand Draft in advance or (b) opening a "Confirmed and irrevocable without Recourse" Letter of Credit for the full Royalty amount.
6. In the event of any dispute or differences arising out of or concerning or in connection with this agreement, the same shall be resolved by reference to a single arbitrator mutually acceptable to the parties hereto or to two arbitrators to be appointed by each party to the dispute and in the case of their disagreement and so far as they disagree to an Umpire to be appointed before entering on the reference and such arbitration shall be in accordance with and subject to the provisions of the Arbitration Act 1940 or any statutory modifications or re-enactments thereof for the time being in force and all such proceedings shall be held in Bombay/Calcutta/Madras.

Notwithstanding the provision for Arbitration either party may resort to a court of law for enforcing any of the negative covenants herein contained or for an appointment of a Receiver or for an order for injunction

Signed, sealed and delivered by the within named

Lessees

Lessors